

27. **NO WAIVER.** No failure of Farmland to exercise any power reserved to it by this Agreement, or to insist upon strict compliance by Farmland with any obligation or condition hereunder, and no custom or practice by the parties at variance with the terms hereof, shall constitute a waiver or preclude Farmland's right to demand exact compliance with any of the terms herein and Producer warrants and understands that that it shall not rely on such failure, custom or practice. Waiver by Farmland of any particular default by Producer shall not affect or impair Farmland's rights with respect to any subsequent default of the same, similar or different nature, nor shall delay, forbearance or omission of Farmland to exercise any power or right arising out of any breach or default by any other constitute a waiver by Farmland of any right hereunder, or the right to declare any subsequent breach or default or to terminate this Agreement prior to the expiration of its term.

28. **APPLICABLE LAW.** This Agreement shall be construed in accordance with the laws of the State of Missouri, without reference to conflict of laws principles of such state.

29. **ENTIRE AGREEMENT/MODIFICATION.** This Agreement constitutes the entire agreement between the parties and can be modified only in writing signed by all parties hereto.

30. **NOTICES.** All notices, requests, demands and other communications hereunder shall be deemed to be duly given if delivered by hand or if mailed by certified or registered mail, postage prepaid, at the notice addresses set forth in the definitions:

31. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

32. **HEADINGS.** The headings used in this Agreement are for convenience only and shall not constitute a part of this Agreement.

33. **EXHIBITS.** All of the exhibits and appendices attached hereto are incorporated herein and made a part of this Agreement by reference thereto.

34. **ARBITRATION.** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

PRODUCER: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

By: _____

Print Name: _____

FARMLAND INDUSTRIES, INC.

By: _____

Name: _____

Title: _____